

MISSOURI PACIFIC RAILROAD COMPANY

LAW DEPARTMENT

210 NORTH 13TH ST., ST. LOUIS, MISSOURI 63103
TEL. AREA CODE 314

MARK M. HENNELLY

VICE PRESIDENT AND GENERAL COUNSEL
622-2025

GILBERT P. STRELINGER
GENERAL SOLICITOR
622-2022

ROBERT H. STAHLHEBER
GENERAL ATTORNEY—COMMERCE
622-2014

CHARLES P. LIPPERT
GENERAL ATTORNEY
622-2021

ROBERT W. YOST
GENERAL ATTORNEY
622-2015

PAUL E. LITTLETON
ATTORNEY
622-2017

November 8, 1976

JAMES A. HESSE
GENERAL ATTORNEY—MISSOURI
622-2024

ROBERT S. DAVIS
COMMERCE COUNSEL
622-2011

DONALD E. MOLLOY
ASSISTANT GENERAL ATTORNEY
622-2016

RICHARD S. M. EMRICH, III
ASSISTANT GENERAL ATTORNEY
622-2013

PAUL J. M. RUTTERER
ATTORNEY
622-2866

RECORDATION NO. 7610-B Filed & Recorded

NOV 15 1976 11 28 AM

INTERSTATE COMMERCE COMMISSION

Re: The Texas and Pacific Railway Conditional Sales Agreement, Dated as of September 1, 1974, Metropolitan Life Insurance Company, Assignee. Originally recorded with ICC - Rec. No. 7610-A - September 11, 1974 - 4:30 P.M.

Mr. Robert L. Oswald, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Oswald:

Enclosed for filing and recording pursuant to Sec. 206 of the Interstate Commerce Act and 49 Code Fed. Regs. Sec. 1116.1(a), et seq., are five executed counterparts of an Assumption Agreement to the Conditional Sale Agreement between the Builders, ACF Industries, Incorporated and Bethlehem Steel Corporation, as Vendors, and Chicago & Eastern Illinois Railroad Company, Vendee, and the Bank hereinafter named as Assignee, said document dated as of October 15, 1976.

The instrument transmitted herewith for filing and recording, consisting of the Assumption Agreement, covers the following equipment:

<u>No. of Units</u>	<u>Description</u>
300	100-Ton 3700 Cu. Ft. Open Top Hopper Cars numbered TP 588010-588309, both incl. AAR Class or Mechanical Designation HT.
450	70-Ton 50 Ft. Box Cars w/ Lading Band Anchors numbered TP 366650-367099, both incl. AAR Class or Mechanical Designation XM.

RECEIVED
NOV 15 10 51 AM '76
CERTIFICATION UNIT

Carried over Judy C. Oswald

Mr. Robert L. Oswald

-2-

November 8, 1976

The names and addresses of the parties to the transaction set forth in this instrument for filing and recording are:

Assignee:	Metropolitan Life Insurance Company One Madison Avenue New York, New York 10010
Old Vendee:	The Texas and Pacific Railway Company 210 N. 13th Street St. Louis, Missouri 63103
New Vendee:	Missouri Pacific Railroad Company 210 N. 13th Street St. Louis, Missouri 63103

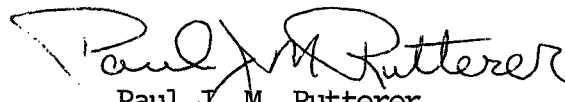
Voucher for \$10 to cover filing and recording fee is enclosed.

Upon filing and recording of the original document, three counter-parts thereof, showing thereon the Commission's recordation data, should be returned to:

Mrs. Judy C. Durand
Missouri Pacific Railroad Company
337 National Press Building
Washington, D.C. 20045
(Tel: 628-2921)

who will arrange to call for same upon telephone advice that recordation has been accomplished.

Yours very truly,


Paul J. M. Rutterer

PJMR:js
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

11/15/76

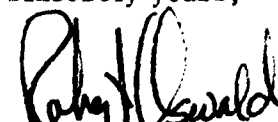
OFFICE OF THE SECRETARY

Paul J.M. Rutterer
Missouri Pacific RR.Co.
210 North 13th Street
St. Louis Missouri 63103

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 11/15/76 at 11:00am,
and assigned recordation number(s) 7610-B

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

NOV 15 1976 11 22 AM

ASSUMPTION AGREEMENTINTERSTATE COMMERCE COMMISSION

THIS AGREEMENT, made and entered into as of October 15,
19 76, between and among Metropolitan Life Insurance Company
(hereinafter sometimes called "Assignee"), party of the first
part; The Texas and Pacific Railway Company, a corporation
organized and existing under and by virtue of the laws of
the United States (hereinafter called "T&P"), party of the
second part; and Missouri Pacific Railroad Company, a corpor-
ation organized and existing under and by virtue of the laws
of the State of Missouri (hereinafter called "MoPac"), party
of the third part:

W I T N E S S E T H:

WHEREAS, T&P, pursuant to the provisions of a Plan
and Joint Agreement of Merger between it and MoPac dated
July 29, 1974, is to be merged into MoPac with MoPac remain-
ing as the surviving corporation, which transaction has been
approved by the Interstate Commerce Commission in a Certifi-
cate and Order dated May 4, 1976 in Finance Dockets
27773 and 27774, presently effective, and

WHEREAS, pursuant to said Plan and Joint Agreement
of Merger, MoPac, as surviving corporation, will succeed to
all property, rights, privileges, powers and franchises
belonging to T&P, including but not limited to title to all
personal property vested in T&P by deed or otherwise, and
shall be responsible and liable for all the liabilities and
obligations of T&P, and

WHEREAS, legal title to certain T&P equipment is vested in Assignee by virtue of an Assignment, dated as of the 1st day of September, 1974, from Bethlehem Steel Corporation and ACF Industries, Inc., the manufacturers of said equipment, which conditionally sold the same to T&P, pursuant to the provisions of a Conditional Sale Agreement between the manufacturer and T&P dated as of the 1st day of September, 1974 (said Conditional Sale Agreement and Assignment, which was recorded on the 11th day of September, 1974, with the Interstate Commerce Commission and bears Recordation No. 7610-A, being hereinafter sometimes referred to as the "Conditional Sale Agreement"); and

WHEREAS, T&P & MoPac have agreed that all right, title and interest of T&P in and to the equipment specified in aforesaid Conditional Sale Agreement shall become the right, title and interest of MoPac, subject to all of T&P's obligations thereunder including, but not limited to, the outstanding indebtedness due under said Conditional Sale Agreement defined in the preceding paragraph; and

WHEREAS, T&P now desires to assign all of its right, title and interest in and to the said equipment specified in said Conditional Sale Agreement to MoPac, without recourse, and MoPac is willing to assume the obligations of T&P with reference to the equipment specified in said Conditional Sale Agreement, including specifically, the obligation to pay the remaining principal balance and interest due thereon in the amounts and at the rates shown in

said Conditional Sale Agreement; and the Assignee is willing to permit such assignment and accept such assumption.

NOW, THEREFORE, in consideration of the premises and of the payment by each T&P and MoPac of the sum of One Dollar (\$1.00) to the Assignee, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. T&P hereby assigns to MoPac all of its right, title and interest in and to the equipment specified in said Conditional Sale Agreement between Bethlehem Steel Corporation and ACF Industries, Inc., manufacturers, and

T&P, dated the 1st day of September, 1974, without recourse against T&P. T&P expressly disclaims and refrains from making any warranty to MoPac, either express or implied, as to quantity, quality, condition, suitability or merchantability of such equipment.

2. MoPac hereby accepts the assignment of T&P's right, title and interest in and to the equipment specified in said Conditional Sale Agreement, without recourse on T&P, and upon the terms and conditions specified above, and hereby assumes and covenants and agrees to and with the Assignee that, with respect to said equipment, it will keep, perform and observe, subject to the conditions thereof, all the terms, covenants and conditions in said Conditional Sale Agreement contained which, but for this assignment, were to be kept, by T&P performed and observed, including punctual payment as and when due of the remaining balance of principal and interest due under said Conditional Sale Agreement.

3. Assignee joins herein for the sole purpose of evidencing its consent to the assignment by T&P to MoPac of its right, title and interest in and to the equipment referred to in said Conditional Sale Agreement, without recourse on T&P, and MoPac's assumption of T&P's obligations thereunder upon the terms and conditions specified above.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

METROPOLITAN LIFE INSURANCE COMPANY

By George M. Crandles
George M. Crandles Vice President

ATTEST:

Ronald H. Wilcomes
Ronald H. Wilcomes Assistant Secretary

THE TEXAS AND PACIFIC RAILWAY COMPANY

By M M Hunsley
Vice President

ATTEST:

[Signature]
Assistant Secretary

MISSOURI PACIFIC RAILROAD COMPANY

By M M Hunsley
Vice President

ATTEST:

[Signature]
Assistant Secretary

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, William D. Honest, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY
that George M. Crandles and Ronald H. Wilcomes, per-
sonally known to me to be Vice President and
Assistant Secretary of Metropolitan Life Insurance Company,
and personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such Vice
President and Assistant
Secretary they assigned said instrument and caused the corporate
seal of said corporation to be affixed thereto, pursuant to
authority given by the Board of Directors of said corporation as
their free and voluntary act, and as the free and voluntary act
and deed of said corporation for the uses and purposes therein
set forth.

GIVEN under my hand and notarial seal this 11th
day of November, 1976.

William D. Honest
Notary Public

My commission expires: _____

WILLIAM D. HONEST
NOTARY PUBLIC, State of New York
No. 31-4624475 Qual. in N. Y. County
Certificate filed in New York County
Commission Expires March 30, 1978

STATE OF MISSOURI)
) ss
CITY OF ST. LOUIS)

I, R. C. MASON, a Notary Public
in and for said City, in the State aforesaid, DO HEREBY
CERTIFY THAT M. M. HENNELLY and
J. A. HESSE, personally known to me as Vice
President and Assistant Secretary, respectively, of THE
TEXAS AND PACIFIC RAILWAY COMPANY, a federal corporation, and
personally known to me to be the same persons whose names are
subscribed to the foregoing instrument, appeared before me
this day in person and severally acknowledged that as such
Vice President and Assistant Secretary they signed said in-
strument and caused the corporate seal of said corporation to
be affixed thereto, pursuant to authority given by the Board
of Directors of said corporation as their free and voluntary
act, and as the free and voluntary act and deed of said cor-
poration, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th
day of October, 19 76.

R. C. Mason
Notary Public

My commission expires: Sept 28, 1978.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978

This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commission-
ed.

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

I, R. C. MASON, a Notary Public in
and for said City, in the State aforesaid, DO HEREBY CERTIFY
that M. M. HENNELLY and J. A. HESSE,
personally known to me to be Vice President and Assistant
Secretary of MISSOURI PACIFIC RAILROAD COMPANY, a Missouri cor-
poration, and personally known to me to be the same persons
whose names are subscribed to the foregoing instrument, appeared
before me this day in person and severally acknowledged that as
such Vice President and Assistant Secretary they signed said
instrument and caused the corporate seal of said corporation
to be affixed thereto, pursuant to authority given by the Board
of Directors of said corporation as their free and voluntary
act, and as the free and voluntary act and deed of said corpor-
ation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15th
day of October, 19 76.

R. C. Mason
Notary Public

My commission expires: Sept 28, 1978.

R. C. MASON, NOTARY PUBLIC
County of St. Louis, State of Missouri
My Commission Expires September 28, 1978
This act performed in the City of St.
Louis, which adjoins the County of
St. Louis in which I was commission-
ed.